

AG Contract No. KR96-1175-TRN  
ADOT ECS File No. JPA 96-69  
Project: HX048 01C  
Section: SR-92 @ Camino Principal  
and Yacqui

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
COCHISE COUNTY, ARIZONA

THIS AGREEMENT is entered into 12 December 1996,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and  
COCHISE COUNTY, acting by and through its BOARD OF SUPERVISORS  
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the  
County.

3. The State and the County desire to construct, operate  
and maintain a new traffic signal light warranted on SR-92 at the  
intersection of Yaqui/Camino Principal, at an estimated cost of  
\$125,000.00, hereinafter referred to as the Project, for the  
safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>21251</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/12/96</u>
<u>Gene Lee Hull</u> Secretary of State
By <u>Vicky Greenwald</u>

PROPERTY OF  
COCHISE COUNTY  
HIGHWAY DEPARTMENT

## II. SCOPE OF WORK

### 1. The State will:

a. Review the County signal Project design documents and provide comments.

b. Call for bids and award one or more construction contracts for the signal Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for fifty percent (50%) of the cost of construction and \$5,000.00 for the design of the signal Project. Prior to the award of a signal Project construction contract, invoice the County for \$57,500.00; which is, fifty percent (50%) of the cost of the signal Project, less a \$5,000.00 credit towards the cost of the design of the Project.

d. Upon completion and acceptance of the signal Project, provide traffic signal maintenance.

### 2. The County will:

a. Design and construct geometric improvements to the intersection side street and be responsible for all costs associated therewith. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the signal Project. Incorporate State review comments.

b. Be responsible for fifty percent (50%) of the construction cost of the signal Project. Be responsible for any contractor claims for extra compensation attributable to the County.

c. Within 30 days after receipt of an invoice, advance the State \$57,500.00; which is, fifty percent (50%) of the cost of the signal Project, less a \$5,000.00 credit towards the cost of the design of the Project.

d. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the traffic signal.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

PROPERTY OF  
COCHISE COUNTY  
HIGHWAY DEPARTMENT

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Cochise County  
County Engineer  
1415 W. Melody Lane, Bldg. B  
Bisbee, AZ 85603

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCHISE COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By Leslie E. Thompson  
LESLIE THOMPSON, Chairman  
Board of Supervisors

By Michael P. Manthey  
MICHAEL P. MANTHEY  
State Traffic Engineer

ATTEST

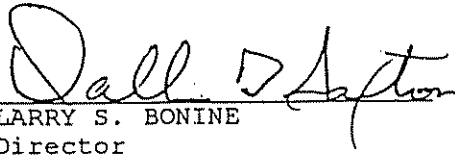
By Nadine Parkhurst Deputy  
NADINE PARKHURST  
Clerk of the Board

PROPERTY OF  
COCHISE COUNTY  
HIGHWAY DEPARTMENT

RESOLUTION

BE IT RESOLVED on this 11th day of June 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Cochise County for the purpose of defining responsibilities to design, construct and maintain a new traffic signal warranted at the intersection of SR-92 at the intersection of Yaqui/Camino Principal.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

PROPERTY OF  
COCHISE COUNTY  
HIGHWAY DEPARTMENT

APPROVAL OF THE COCHISE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and COCHISE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 21<sup>st</sup> day of October 1996.

  
County Attorney

PROPERTY OF  
COCHISE COUNTY  
HIGHWAY DEPARTMENT



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR96-1175TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 6, 1996.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/2538

PROPERTY OF  
COCHISE COUNTY  
HIGHWAY DEPARTMENT



Highway: (520) 432-9420  
Fax: (520) 432-9432  
Floodplain: (520) 432-9445  
Fax: (520) 432-9645  
Toll Free: 1-800-752-3745

**COCHISE COUNTY**  
**HIGHWAY AND FLOODPLAIN DEPARTMENT**  
1415 W. MELODY LANE, BISBEE, AZ 85603



\*\*\*\*INVOICE\*\*\*\*

January 11, 1999

TO: AZ Dept of Transportation  
Intermodal Transportation Division  
Tucson Regional Traffic Engineering  
1221 S 2nd Ave. T120  
Tucson, AZ 85713-1602  
ATTN: Mr. Gilbert Marvin

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL DUE
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-- State's Share Billing -- SR92/Yaqui-Camino Principal  
Traffic Signal Installation -- Agreement JPA 96-69 --

TOTAL PROJECT COSTS: 176,115.11  
(Contracted installation only)

50% State Share:  
Design Costs:

88,057.56  
5,000.00

TOTAL AMOUNT DUE:

93,057.56

ISSUED BY:

*Diane Rodriguez*  
Diane Rodriguez  
Business Manager

PLEASE MAKE CHECK PAYABLE TO:

COCHISE COUNTY HIGHWAY & FLOODPLAIN  
1415 W MELODY LANE, BLDG B  
BISBEE, AZ 85603  
ATTN: Diane Rodriguez

OFFICE USE ONLY -----

PAID: CHECK NO. \_\_\_\_\_ DATE \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
ACCOUNT \_\_\_\_\_

Jan. 26, 1999  
Approved.

*-Gil Marvin*  
Tucson Reg. Traf. Eng. Ofc.



JUN 17 1997  
4pm 0-3



FIFE SYMINGTON  
Governor

LARRY S. BONINE  
Director

## ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION  
JOINT PROJECT ADMINISTRATION  
205 South 17th Avenue - Room 293E, Mail Drop 616E  
Phoenix, Arizona 85007



THOMAS G. SCHMITT  
State Engineer

E. JACK HAMMITT  
Joint Project  
Administrator

5 June 1997

Mr. Allon Owen, Director  
Cochise County Public Works Department  
1415 West Melody Lane  
Bisbee, AZ 85603

Re: Project: 92 CH 326 HX048 01C  
Section: SR-92 @ Yaqui/Camino Principal Traffic Signal  
Agreement JPA 98-69  
Amendment No. 1

Dear Allon:


As the above referenced project has developed, changes to the agreement are warranted to accomodate those developments. We may use this letter addendum to accomplish an amendment. Therefore; paragraph II.1.b and II.1.c are moved from "The State will:" to "The County will:" as paragraph II.2.e and f. Further, II.2.c is moved to "The State will", and references to the State and County are changed accordingly.

All other terms and conditions of the agreement remain the same. To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. Hank Warner at (520) 620 5431.

Sincerely,

  
E. Jack Hammitt, CPM  
Joint Project Administrator

Concur for Cochise County:

By   
Date 16/16/97  
(date)



FEE # 970615430  
OFFICIAL RECORDS  
COCHISE COUNTY  
DATE 6/17/97 HOUR 4

REQUEST OF  
COCHISE COUNTY BOARD OF SUPV  
CHRISTINE RHODES-RECORDER  
FEE : PAGES : 2

970615430

260000  
526-432 9270